IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	: Christopher J. Dyl	Art Unit	: 3717
Serial No.	: 10/633,062	Examiner	: Frank M. Leiva
Filed	: August 1, 2003	Conf. No.	: 3611
Title	: Securing goal-activated game content		

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REPLY BRIEF

In response to the Examiner's Answer mailed on January 6, 2011, Applicant points out the following defects in the Examiner's position.

SECTION 103 REJECTION OF CLAIM 6

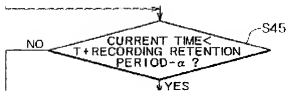
Applicant pointed out that the cited art does not teach claim 6's step [d], which is the step of

"receiving an instruction from the server to delete the goal activated content"

In paragraph 3 of the Answer, the examiner correctly states that the *Nakano* CPU deletes content after a retention period has passed.[1]

The examiner's factual error is that of concluding that *Nakano's* CPU receives an instruction to delete content.

Nakano's CPU deletes content by comparing the current time with a recording retention period, as shown in step 45 of FIG. 8:



[1] *Nakano*, para. 61.

In connection with the above step, *Nakano* relies on a "current time capture block **14**".

> **[0063]** A current time capture block **14** is a functional module for supplying a current time to the content recording/reproducing apparatus **1**-**1** and constituted by a general realtime clock (RTC) capable of counting realtime (or an absolute time for measuring content viewable period).

If, as the Examiner suggests, the instruction to delete content actually came from a server, there would be no need for *Nakano*'s CPU to ever execute the comparison step **S45**. Nor would there be a need to have a current time capture block **14**. Instead, *Nakano's* media player would simply wait to receive an instruction from a server telling it to delete expired content.

Applicant also points out that if one were to rely on a server to send an instruction to delete content, it would be very easy to avoid deletion of content. For example, one could simply disconnect the cable that leads to the "broadcast/communication signal input."

The examiner further points out in paragraph 3 that there is no particular order recited in claim 6's steps.

As a threshold matter, Applicant fails to see the relevance of step order. Applicant is not relying on when step [d] is carried out. There is no need to do because step [d] never even occurs in that combination of references.

Nevertheless, to the extent order is relevant, step [d] inevitably occurs after step [b] because "the goal-activated content" in step [d] requires the "goal-activated content" designated in step [b]. Moreover, step [d] must follow step [c] because one cannot possibly "delete the goal-activated content" without first having received it, as step [c] requires.

Thus, the examiner's statement, that the claim recites no particular order, is incorrect. It is incorrect because certain claim steps cannot be executed without first having executed certain other claim steps.

In paragraph 5 of the Answer, the examiner quotes various dictionary definitions to show that a player who has "completed a challenge" as recited in claim 6, is no different from a shopper who has simply won a bet.

The examiner says that "challenge" means "a call or summons to engage in any contest, as of skill, strength, etc."

In *Walker*, the lottery player does not require skill or strength.[2] Therefore, according to the examiner's own dictionary definition, the *Walker* lottery does not involve a "challenge."

On page 12, the examiner somehow combines the dictionary definitions of "challenge," "bet," and "wager" to conclude that

"a challenge is not a bet, but a bet includes a challenge."

The examiner's statement is illogical. If "a bet includes a challenge," it is not logically possible to say that "a challenge is not a bet." Under the examiner's logic, all challenges would have to be bets, but not all bets would be challenges.

To the extent that "a bet includes a challenge," as the examiner suggests, the bet disclosed by *Walker* is simply a bet that is not a challenge.

SECTION 103 REJECTION OF CLAIM 1

In paragraph 6 of the Answer, the examiner states "*Walker* discloses the appeal of a challenge offered or risk into the purchase of a product from an online store."

It is difficult to see what this has to do with Applicant's argument.

The claim requires "instructing the first client to delete the goal activated content from the first client."

[2] It is not possible to tell what "etc." means, however, it is reasonable to infer that it is meant to refer to lexical variants of skill and strength.

The examiner equated *Walker*'s customer devices **200** with claim 1's "first client." But *Walker's* customer device **200** does not store any content to delete.

The examiner then shifted gears and says that *Nakano*'s media player corresponds to the "first client." But *Nakano*'s media player is not for playing any sort of "online game" as claim 1 requires. Its function is to play media content. All the examiner has really done is combined *Walker* with the knowledge that it is known to delete media content from a hard drive of a media player.

In paragraph 7 of the Answer, the examiner draws attention to paragraphs 6, 61, 68, 80, and 95 as discussing content deletion in *Nakano*.

The cited paragraphs are unanimous in saying that the *Nakano* player deletes content all by itself after the lapse of an interval. The *Nakano* player does not receive an instruction to delete content. It simply keeps track of time, and recognizes when content is ripe for deletion. This is shown in FIG. 8, step S45.

SECTION 103 REJECTION OF CLAIM 13

Applicant pointed out that claim 13's limitation

"at the server, designating multi-media content as goal-activated content"

is not met by *Walker* because in *Walker*, the selection of a prize is not carried out "at the server (i.e. at *Walker*'s "retailer controller **100**)." It is carried out by the customer using a customer device. Thus, it does not occur *at the server*.

In paragraph 9 of the Answer, the examiner draws attention to *Walker*, col. 4, lines 6-11. However, that passage merely confirms Applicant's position. According to that passage:

"The customer selects a product by selecting a displayed hyperlink corresponding to the product."	The customer presumably sees this hyperlink on some computer equipped with a web browser. This may be the customer device 200, but *Walker* is silent

	on this point.
"In response, the web server transmits a web page to the Web browser including a view, a description and a price of the product."	There is no indication that retailer controller 100 is even a web server. As far as one can tell, retailer controller 100 simply manages the lottery.
"The web page also includes a hyperlink selectable to indicate that the customer desires to play a game for the product."	This simply describes the web page that is used by the customer at the customer device to carry out the act of "designating" something as a prize.

Thus, the examiner's cited passage does not support the proposition that designation of content as goal activate content occurs "at the server" as the claim requires.

SECTION 103 REJECTION OF CLAIM 21

Claim 21 requires the limitation of

> "storing multi-media content for distribution to clients associated with the players in the game, including storing content in association with each of a plurality of states that can be reached by at least some of the players."

Applicant assumed that the content the examiner had in mind was multi-media content, i.e., a movie. However, according to paragraph 10 of the Answer:

> "Though the examiner offers *Walker* figure 8 steps S880 and S870 where the disposition of the product is stored in the database according to the state of the game outcome."

Evidently, what the examiner regards as being stored "in association with each of a plurality of states" is simply "the disposition of the product."

A product's "disposition" is not "multi-media content." Instead, a product's "disposition" is simply data that tells someone whether the product was sold, given away, or still on the shelf. This is obviously not "multi-media content."

Moreover, a product's disposition is not "for distribution to clients." The disposition of a product is presumably confidential information for managing inventory. It would be of no plausible interest to game players.

Accordingly, claim 21 is patentable over the art because the art fails to teach or suggest "storing multi-media content for distribution to clients associated with the players in the game, including storing content in association with each of a plurality of states that can be reached by at least some of the players."

SECTION 103 REJECTION OF CLAIMS 3, 8, 16

Claims 3 requires "receiving a history profile from the first client."

In paragraph 11 of the Answer, the examiner quotes text to suggest that the customer himself decides whether he is to be rated "gold", "silver," or "bronze" in the "ratings" field of FIG. 5.

The examiner's quotation misleads by implying that the registration form and the database in FIG. 5 are the same thing. In fact, they are different. The information in the form is entered into the database by an employee. The complete passage is as follows, with the text omitted by the examiner having been underlined:

> FIG. 5 illustrates a tabular representation of a portion of the customer database 500 according to one embodiment of the present invention. The customer database 500 is used to store general information about a customer which may be used by a system according to the present invention. The information stored in the customer database 500 may be obtained by requiring a customer to submit a written registration form requesting certain customer information or by requiring the customer to complete fields of a registration web page transmitted to a customer device via the World Wide Web. In a case that the information is obtained through a written registration form, the information may be entered into the customer database 500 by an employee operating the input device 130 of the retailer controller 100. The information may also be submitted to the retailer controller 100 via telephone or electronic mail, or may be stored in the storage device 260 of the customer device 200 and transmitted therefrom to the retailer controller 100.

> Each record shown in the illustrated portion of the customer database 500 includes several fields, the fields specifying: i) a customer identifier 510 preferably used throughout the databases of the data storage device 160 to relate data to an associated customer; ii) a name 520 of the associated customer; iii) contact information 530 for use in contacting the associated customer; iv) a payment identifier 540 associated with the customer; and v) a customer rating 550.

Thus, it is apparent that the registration form that a customer fills out and the data in FIG. 5 are not the same thing.

According to the cited passage, a customer's rating depends on how much profit the retailer has made from the customer:

> "For example, a customer having purchased items resulting in over $500 profit for a retailer in a past year is assigned a Gold customer rating 550, while a customer having purchased items resulting in less than $50 in profit is assigned a Bronze customer rating 550."

Thus, in order to decide whether he is "gold," "silver," or "bronze," the customer would have to first know the retailer's costs. Only then could he ascertain the retailer's profits. Although a customer might be able to track how much he spends with a retailer, he would not be in a position to know the retailer's cost-of-goods, overhead, financing costs, and other information needed to ascertain profit. It is far more likely that the retailer tracks the customer's purchases and assigns an appropriate rating.

Another way for a customer to determine his rating is to simply pay a fee:

> "A customer may also pay a fee in order to be associated with a particular customer rating."

Of course, paying a fee has nothing to do with a history profile.

Finally, the customer's rating "may be a numerical rating determined according to a rating algorithm or formula." However, this would require the customer to know the rating algorithm or formula. Moreover, there is no indication that such an algorithm

would depend on a history profile. It might, for example, easily be based on customer creditworthiness or other demographic information.

Accordingly, the examiner has not established that the ratings data in FIG. 5 would be received from the customer. Since the claim requires that the history profile be received "from the first client," the section 103 rejection of the claim is improper.

SECTION 103 REJECTION OF CLAIMS 4, 9, AND 17

Claim 4 requires that "instructing the first client to delete the goal-activated content" comprise "instructing the first client to delete goal-activated content stored on the first client in accordance with the history profile."

The examiner now agrees that when a viewer controls playback through the pause, play, fast-forward, and rewind he does not create a history profile.

The examiner's new position, explained in paragraph 12 of the Answer, is that "how long the content has been on disk" is "a form of history profile."

To the extent one accepts the examiner's proposition, the rejection is still flawed because according to claim 3, from which claim 4 depends, the history profile must have been received from the first client.

The length of time that content has been on a disk is not "received" from anything. It is simply the passage of time. There is no indication that any data indicating the length of time that content has been on a disk has been received "from the first client" as the claim requires.

Accordingly, even with the examiner's revised argument, the section 103 rejection of claims 4, 9, and 17 continues to fail.

SECTION 103 REJECTION OF CLAIM 5

Claim 5 recites the additional limitation of encrypting the content prior to transmission.

The examiner appears to be taking official notice of the proposition that "encoding" and "decoding" would have been regarded by one of ordinary skill in the art as being synonymous with "encrypting" and "decrypting."

Applicant submits that this is not a fact that is notorious and not subject to dispute. Applicant requests that the examiner provide evidence to support the proposition that one of ordinary skill in the art would have regarded encoding and decoding to mean the same thing as encrypting and decrypting.

Moreover, to the extent one regards encrypting and encoding to mean the same thing, the claim limitation is still not met.

As the examiner points out in paragraph 13 of the Answer, an MPEG decoder operates on MPEG data to generate audio and video signal. The inverse of this, which is what an MPEG encoder would do, is to operate on audio and video to generate the MPEG data.

The claim, however, requires encrypting the goal activated content itself.

A disclosure of an MPEG encoder that encodes audio and video to generate MPEG data is not the same as a disclosure of something that encrypts the MPEG data itself.

SECTION 103 REJECTION OF CLAIM 10, 18

Claim 10 recites receiving an instruction to delete not just some, but all of the goal activated content.

In response, the Examiner points to sections of *Nakano* that describe deleting expired media contenBut the claim requires deletion of *all* content, not just the expired content. The examiner has not shown that *Nakano* receives instructions to delete *unexpired* content as well as expired content.

SECTION 103 REJECTION OF CLAIM 20

Claim 20 requires "a transceiver for receiving a connection request from a remote client on a network."

In paragraph 15 of the Answer, the examiner draws attention to paragraph 55 of *Nakano*, which describes hardware that receives content from a server. There is no indication, however, that such hardware would necessarily be capable of "receiving a connection request from a remote client."

Moreover, the fact that such hardware exists does not mean that there exists "a processor for causing" it to "transmit the goal-activated content to the client." or to "determine that" certain goal-activated content "is to be transmitted to the client." *Nakano*'s media player receives content. Therefore, the media player would never have to "determine that" content "is to be transmitted to" any client.

No fee is believed to be due in connection with this reply brief. However, to the extent a fee may be due, or if a refund is forthcoming, please adjust our deposit account 50-4189, referencing Attorney Docket No. 30064-015001.

Respectfully submitted,

Date: March 4, 2011

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